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<p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE DISTRICT OF MASSACHUSETTS 3 4 CONNECTU LLC, 5 Plaintiff, 6 v. C.A. No. 04-1923(DPW) 7 MARK ZUCKERBERG, EDUARDO SAVERIN, 8 DUSTIN MOSKOVITZ, ANDREW McCOLLUM, 9 CHRISTOPHER HUGHES and THE FACEBOOK, 10 INC., 11 Defendants.</p>	<p>1 A P P E A R A N C E S, Continued 2 3 ORRICK, HERRINGTON & SUTCLIFFE LLP 4 (By I. Neel Chatterjee, Esq. 5 and Joshua H. Walker, Esq.) 6 1000 Marsh Road 7 Menlo Park, California 94025 8 (650) 614-7356 9 nchatterjee@orrick.com 10 Counsel for the Defendants Mark 11 Zuckerberg, Dustin Moskovitz, Andrew 12 McCollum, Christopher Hughes and The 13 Facebook, Inc. 14 15 HELLER EHRMAN LLP 16 (By Robert B. Hawk, Esq.) 17 275 Middlefield Road 18 Menlo Park, California 94025-3506 19 (650) 324-7000 20 robert.hawk@hellerehrman.com 21 Counsel for the Defendant Eduardo Saverin 22 23 ALSO PRESENT: 24 25 George Dobrentey, Videographer</p>
<p>12 13 VOLUME 1 14 VIDEOTAPED DEPOSITION OF CONNECTU LLC 15 BY CAMERON H. WINKLEVOSS 16 Boston, Massachusetts 17 Tuesday, August 9, 2005 18 9:44 a.m. to 6:27 p.m. 19 20 21 Reported by: 22 Jessica L. Williamson, RMR, RPR, CRR 23 Notary Public, CSR No. 138795 24 JOB NO. 36599 25</p>	
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<p>1 VIDEOTAPED DEPOSITION OF CONNECTU LLC 2 by CAMERON H. WINKLEVOSS, a witness called 3 on behalf of the Defendant Mark Zuckerberg, 4 Dustin Moskovitz, Andrew McCollum, 5 Christopher Hughes and The Facebook, Inc., 6 pursuant to Rule 30(b)(6) of the Federal 7 Rules of Civil Procedure, before Jessica L. 8 Williamson, Registered Merit Reporter, 9 Certified Realtime Reporter and Notary 10 Public in and for the Commonwealth of 11 Massachusetts, at the Offices of Proskauer 12 Rose, LLP, One International Place, Boston, 13 Massachusetts, on Tuesday, August 9, 2005, 14 commencing at 9:44 a.m. 15 16 A P P E A R A N C E S 17 FINNEGAN HENDERSON FARABOW GARRETT & DUNNER 18 LLP 19 (By John F. Hornick, Esq. 20 and Troy E. Grabow, Esq.) 21 901 New York Avenue, NW 22 Washington, D.C. 20001-4413 23 (202) 408-4000 24 john.hornick@finnegan.com 25 Counsel for the Plaintiff</p>	<p>1 I N D E X 2 DEPONENT PAGE 3 CAMERON H. WINKLEVOSS 4 Examination By Mr. Chatterjee 7 5 Examination By Mr. Hawk 244 6 7 E X H I B I T S 8 NO. PAGE 9 1 Amended Notice of Deposition 44 10 of Plaintiff and 11 Counterdefendant ConnectU 12 Pursuant to Fed.R.Civ.P. 13 30(b)(6) 14 2 First Amended Complaint 62 15 3 E-mail dated May 4, 2004, 71 16 Bates Nos. C003165 - 3166 17 18 4 E-mails, Bates Nos. C004577 - 103 19 4631 20 5 Certificate of Registration, 152 21 Bates Nos. C004842 - 4845 22 23 6 E-mail string, Bates Nos. 159 24 C004792 - 4793 25 7 E-mail, Bates No. C004791 162 8 E-mail, Bates No. C004810 176 9 E-mail, Bates No. C004820 182 10 E-mail, Bates No. C003852 188 11 E-mail, Bates No. C004841 192 12 E-mail, Bates No. C009556 197</p>

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<p>01:09:29 1 would certainly be equally distributed, were</p> <p>01:09:33 2 and when it were to come in. So to answer</p> <p>01:09:36 3 your question, any and all remuneration</p> <p>01:09:39 4 based on the Web side, even if it was --</p> <p>01:09:42 5 Q. Okay.</p> <p>01:09:42 6 A. -- you know --</p> <p>01:09:43 7 Q. Finish your question -- finish your answer.</p> <p>01:09:46 8 A. So I'm saying while we didn't harp on the</p> <p>01:09:49 9 advertising or the revenue potential, it was</p> <p>01:09:51 10 certainly understood that any benefit from</p> <p>01:09:53 11 the site, specifically because he was a</p> <p>01:09:56 12 coder and involved with that aspect of it</p> <p>01:09:58 13 and was part of the time, would be his.</p> <p>01:10:00 14 Q. Okay. So did you tell him specifically that</p> <p>01:10:03 15 any benefit from the site he would be able</p> <p>01:10:06 16 to have a piece of?</p> <p>01:10:11 17 A. Okay. Any benefit from the site he would</p> <p>01:10:16 18 have a piece of, yes, being a partner of our</p> <p>01:10:20 19 team, yes.</p> <p>01:10:20 20 Q. And you told him that specific statement?</p> <p>01:10:23 21 A. That specific word by word? It was probably</p> <p>01:10:27 22 a fair -- it was probably different than</p> <p>01:10:29 23 that. It was probably more to the extent,</p> <p>01:10:32 24 "Look, you're on the HarvardConnection team.</p> <p>01:10:35 25 This is going to be great for your</p>	<p>01:11:43 1 partner in the situation because they put,</p> <p>01:11:44 2 you know, effort in. They go that extra</p> <p>01:11:46 3 mile.</p> <p>01:11:57 4 Q. Now, when you were -- did you ever tell Mr.</p> <p>01:12:01 5 Zuckerberg that he couldn't work on any</p> <p>01:12:04 6 competitive websites that were under</p> <p>01:12:07 7 development?</p> <p>01:12:08 8 A. Well, I think that -- I think certainly if</p> <p>01:12:22 9 there is a project. I mean, when you</p> <p>01:12:24 10 undertake a partnership, specifically did we</p> <p>01:12:30 11 say don't work on, you know, the exact same</p> <p>01:12:34 12 thing, well, I think that being part of the</p> <p>01:12:38 13 team and the partnership, you know, is</p> <p>01:12:41 14 proprietary. So he could not use a</p> <p>01:12:43 15 proprietary code or functionality to work on</p> <p>01:12:45 16 another similar website that had the same</p> <p>01:12:49 17 proprietary functionality and code. So that</p> <p>01:12:52 18 absolutely would be understood there, okay?</p> <p>01:12:55 19 Q. But was it stated?</p> <p>01:12:57 20 A. Was it specifically stated that I say, "You</p> <p>01:13:00 21 cannot work on another project exactly like</p> <p>01:13:05 22 this"? No, I did not say that.</p> <p>01:13:06 23 Q. Okay.</p> <p>01:13:06 24 A. However --</p> <p>01:13:07 25 Q. Go ahead.</p>
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<p>01:10:36 1 reputation. We're all in this together.</p> <p>01:10:39 2 This is an equal partnership. And also,</p> <p>01:10:43 3 think of the enormous advertising potential</p> <p>01:10:45 4 this thing has."</p> <p>01:10:46 5 Q. And so you told him it was an equal</p> <p>01:10:48 6 partnership?</p> <p>01:10:48 7 A. Again, at that time, as I mentioned before,</p> <p>01:10:52 8 we didn't -- you know, he was brought on</p> <p>01:10:54 9 with -- he had the expectation that, you</p> <p>01:10:57 10 know, he was going to be part of the overall</p> <p>01:10:59 11 development and the control of the site and</p> <p>01:11:00 12 that at that point we divvied up the</p> <p>01:11:03 13 contributions and it was premature to talk</p> <p>01:11:05 14 about specific equity.</p> <p>01:11:06 15 Q. Why didn't you just hire him as a contractor</p> <p>01:11:08 16 like everyone else?</p> <p>01:11:10 17 A. Because we -- ultimately when you're looking</p> <p>01:11:14 18 for -- equity's a very good way of getting</p> <p>01:11:20 19 really the most out of a situation and</p> <p>01:11:23 20 people. And I think that, you know, Victor,</p> <p>01:11:27 21 to take Victor for example, we did want him</p> <p>01:11:29 22 as a partner, but he felt personally that he</p> <p>01:11:32 23 could not undertake the responsibility of</p> <p>01:11:38 24 being that, so he wanted to be contracted</p> <p>01:11:40 25 piecemeal. But ultimately you want a</p>	<p>01:13:08 1 A. However, as I said before, he was unable and</p> <p>01:13:11 2 not allowed to use the same proprietary</p> <p>01:13:13 3 information and functionality and business</p> <p>01:13:15 4 models and everything that we conveyed to</p> <p>01:13:17 5 him for another project like that.</p> <p>01:13:20 6 Q. Was he allowed to pull upon anything else --</p> <p>01:13:24 7 well, let me say, you knew that he was doing</p> <p>01:13:26 8 software projects for other people, right?</p> <p>01:13:28 9 A. I was aware of Facemash, and that's all I</p> <p>01:13:30 10 was aware of when we -- and that's all he</p> <p>01:13:33 11 made us aware of that he was involved in.</p> <p>01:13:35 12 Q. What about Coursematch?</p> <p>01:13:36 13 A. I had not heard of that prior to -- and he</p> <p>01:13:39 14 never brought that up.</p> <p>01:13:42 15 Q. Had you ever heard of it?</p> <p>01:13:42 16 A. I ever heard of it, yes.</p> <p>01:13:43 17 Q. What is it?</p> <p>01:13:44 18 A. I believe, my understanding is that</p> <p>01:13:47 19 Coursematch allows people to basically say</p> <p>01:13:51 20 what courses they're in, and then you can</p> <p>01:13:53 21 effectively tell what course a person's in</p> <p>01:13:55 22 from that website. But I've never been on</p> <p>01:13:57 23 it.</p> <p>01:13:57 24 Q. And are you aware about whether people who</p> <p>01:14:00 25 are taking similar courses can connect to</p>